

1 James L. Day (State Bar No. 197158)
jday@fbm.com

2 Farella Braun + Martel LLP
One Bush Street, Suite 900
3 San Francisco, California 94104
Telephone: (415) 954-4400
4 Facsimile: (415) 954-4480

5 *Attorney for Non-Party Akamai Technologies, Inc.*

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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 OAKLAND DIVISION
11

12 LAURI VALJAKKA,

13 Plaintiff,

14 v.

15 NETFLIX, INC.,

16 Defendant.

Case No. 4:22-cv-01490-JST

**DECLARATION OF JAMES L. DAY ON
BEHALF OF NON-PARTY AKAMAI
TECHNOLOGIES, INC. IN SUPPORT OF
DEFENDANT'S ADMINISTRATIVE
MOTION TO CONSIDER WHETHER
ANOTHER PARTY'S MATERIAL
SHOULD BE SEALED**

Hon. Jon. S. Tigar

1 I, James L. Day, hereby declare as follows:

2 1. I am a member of the State Bar of California. I am a partner in the law firm of
3 Farella Braun + Martel LLP, and counsel for Akamai Technologies, Inc. (“Akamai”). If called as
4 a witness, I could and would testify to the facts stated in this declaration.

5 2. Pursuant to Civil L.R. 79-5 and the Court’s Standing Order Re Civil Cases, I
6 submit this declaration in support of Defendant Netflix’s Administrative Motion to Consider
7 Whether Another Party’s Material Should Be Sealed (“Motion to Seal”) (Dkt. No. 126).
8 Specifically, I submit this declaration on behalf of non-party Akamai as the “Designating Party”
9 under Civil L.R. 79-5 in support of sealing the document filed as Exhibit C to the Motion to Seal
10 (Dkt. No. 126-05).

11 3. I understand that Exhibit C to the Motion to Seal is the December 22, 2021,
12 Confidential Final Settlement Agreement and Release between Akamai and Plaintiff Lauri
13 Valjakka (“Agreement”).

14 4. The Agreement includes Akamai’s confidential terms that are related to Akamai’s
15 business and legal operations, the disclosure of which would cause harm to Akamai. Evans Decl.
16 ¶ 5. A less restrictive alternative is not sufficient, given that the Agreement as a whole constitutes
17 Akamai’s confidential information, and the existence of the Agreement itself is confidential
18 between the parties to the Agreement. *Id.* ¶ 6.

19 5. This Court has recognized that settlement agreements contain confidential
20 information that justifies sealing the agreements. *See, e.g., Thomas v. MagnaChip Semiconductor*
21 *Corp.*, Case No. 14-cv-01160-JST, 2016 U.S. Dist. LEXIS 93342, at *24 (N.D. Cal. July 18,
22 2016). Other courts in this District likewise routinely grant motions to seal “information related to
23 highly confidential patent license agreements,” the “disclosure of which could cause substantial
24 economic harm to” the parties to such agreements, including those that are not parties to the
25 litigation. *ASUS Comput. Int’l v. InterDigital, Inc.*, No. 15-cv-01716-BLF, 2018 U.S. Dist. LEXIS
26 71434, at *6 (N.D. Cal. Apr. 26, 2018).

27 6. Defendant’s request to seal the Agreement is narrowly tailored to maintain the
28 confidentiality of third-party Akamai’s information and protect sensitive information contained in

1 the Agreement.

2 I declare under penalty of perjury under the laws of the United States of America that the
3 foregoing is true and correct to the best of my knowledge. Executed this 8th day of September,
4 2023, in Mill Valley, California.

5 By: /s/ James L. Day
6 James L. Day
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